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July 28, 2015

VIA UPS OVERNIGHT DELIVERY

Magistrate Judge Cheryl L. Pollak
United States District Court
Eastern District of New York
225 Cadman Plaza East, Room 1230
Brooklyn, New York 11201

Re: **Torres v. Individual Transportation, Inc., et al**
Case No. 14-CV-4949 (NGG)(CLP)

Dear Judge Pollak:

This Firm represents all Defendants: Individual Transportation Inc., Michael Schwegler and Bonnie Mislowack. We write with consent of counsel for Plaintiff, to conclude this matter.

As Your Honor may recall, at the June 9, 2015 mediation before you, the parties reached a tentative settlement. The parties then formally consented to Your Honor exercising jurisdiction over the controversy and, to the extent a "fairness" review may be required, to Your Honor conducting that review.

We have now concluded the full Agreement resolving this matter, and are submitting it herewith, in the enclosed sealed envelope, for in camera review.

The parties have agreed that their resolution of the matter would be a confidential severance pay agreement, as the Plaintiff is no longer employed by the Individual Transportation bus company, which permanently closed its doors in September 2014. Accordingly, the settlement payments agreed upon are in the form of severance payouts, the terms of which the parties have agreed to keep confidential.

As part of the Agreement, Plaintiff has also certified that he has been paid in full at the appropriate rate for all hours worked (Exhibit "B"). In addition, Defendants Mr. Schwegler and Individual Transportation have each agreed to execute a Confession of Judgment to be filed in the event of any default (Exhibit "C"). A portion of the total has been assigned to Plaintiff's attorneys' fees and costs.

To preserve confidentiality, we have submitted the Agreement to Your Honor for in camera review. It is sealed in a separate envelope and marked "Confidential;" we

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request that it not be electronically filed in the record or otherwise placed in any publicly reviewable file. A stamped self-addressed envelope is enclosed for the Court's convenience to return the copy at the conclusion of the Court's review.

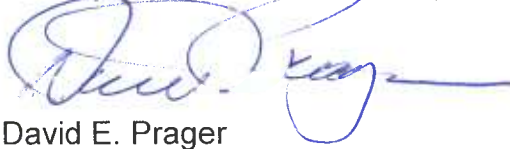
As to the basic issues, this matter involves a limited claim on behalf of a single claimant, who sought certain allegedly underpaid overtime compensation which he claimed to have incurred during the 4-hour break between his two daily shifts as a bus driver. Defendants contended, in response, that Plaintiff was in fact compensated daily for 2½ hours at his overtime rate for his services during this break period, which services, in Defendants' view, could not have exceeded that amount of time. The sole contested issue was whether Plaintiff's work between shifts ever exceeded the 2½ hours of overtime pay. That potential claim was compromised by Plaintiff's agreement that he was fully paid, and Defendants' concomitant agreement to provide him severance pay for his loss of employment when the business closed.

Since Your Honor was present at the negotiations, which included significant discussion of the claims, the parties' positions, and evidence on the merits, we believe the Court is aware of the relative considerations informing the resolution set forth, and can readily attest to its fairness. Of course, if the Court has any questions related to the Agreement or its basis, please do not hesitate to contact counsel.

We thank the Court for its consideration.

Respectfully submitted,

BONNIE SCHOENECK & KING, PLLC



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DEP/vlt
Enclosures (for in camera review)

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